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**THE COUNTY OF COLUMBIA AND THE
COUNTY OF GREENE, THE BOARD OF TRUSTEES
OF COLUMBIA-GREENE COMMUNITY COLLEGE**

AND

**THE COLUMBIA-GREENE
COMMUNITY COLLEGE FACULTY ASSOCIATION,
NATIONAL EDUCATION ASSOCIATION/NEW YORK**

Agreement

SEPTEMBER 1, 2003 - AUGUST 31, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT, made as of the 1st day of September, 2003, by and

between

THE COUNTY OF COLUMBIA and THE COUNTY OF GREENE (hereafter collectively "Counties"); THE BOARD OF TRUSTEES OF COLUMBIA-GREENE COMMUNITY COLLEGE (hereinafter the "Board," the "Counties," and the "Board," hereinafter collectively the "College"),

and

THE COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOCIATION, NATIONAL EDUCATION ASSOCIATION/NEW YORK (hereinafter the "Association").

PREAMBLE

In order to effectuate the public policy of the state as expressed in the Public Employees Fair Employment Act (Taylor Law) and to encourage and promote harmonious and cooperative relationships between the Board, the Counties, and the Association; and

Whereas, it is the intent and purpose of the parties hereto set forth herein the agreements covering the compensation and other terms and conditions of employment to be observed between the parties hereto,

Now, therefore, it is mutually agreed to as follows:

ARTICLE I - DEFINITIONS

- A. "Association" shall mean the Columbia-Greene Community College Faculty Association, affiliated with the National Education Association/NY (NEA/NY).
- B. "College" shall mean the Columbia-Greene Community College.

C. "Board" shall mean the Board of Trustees of Columbia-Greene Community College.

D. "Counties" shall be defined as the Counties of Columbia and Greene.

E. "Legislature" shall mean the Columbia County Board of Supervisors and the Greene County Legislature.

F. "Instructional" faculty shall be defined as those full-time staff members whose primary responsibility is instruction and holding the academic ranks of Professor, Associate Professor, Assistant Professor, and Instructor.

G. "Non-Instructional" faculty shall be defined as those full-time staff members holding the job titles of Librarian, Counselor, and such other titles as are mutually agreed upon and holding the academic rank of Professor, Associate Professor, Assistant Professor, and Instructor.

H. "Bargaining Unit" is defined as all full-time instructional and non-instructional faculty employed by the College as defined in "F" and "G" above.

I. "Academic Rank" is defined as the status and title of Instructor, Assistant Professor, Associate Professor and Professor as indicated in items "F" and "G" above.

J. "Tenure" shall be defined as a full-time appointment by the Board for a continuing period which, once granted, shall not be affected by changes in rank and shall continue unless and until terminated pursuant to this agreement.

K. "Days" shall mean "working days" unless otherwise specified.

L. "Division Chairperson" shall apply to an instructional faculty member appointed chairperson of one of the College's divisions. A division shall usually consist of not fewer than six (6) full-time faculty members and will usually be an instructional unit of the College.

M. "Department Chairperson" shall apply to a faculty member appointed chairperson of one of the College's departments. A department shall usually consist of not more than five (5) full-time faculty members.

N. "Contract Hour" shall be defined as one credit hour of lecture instruction, one-and one-half (1 ½) hours of laboratory instruction.

O. Field work supervision shall be compensated on the basis of 13 students supervised (prorated) based on the contract hour value of the course.

P. Contract Hour for instruction in the nursing program shall be defined as one (1) contract hour of lecture, classroom laboratory, clinical laboratory, and field study instruction. Clinical groups consist of a maximum of nine (9) students. Field study shall consist of a maximum of three (3) students.

Q. "Probationary Appointments" are defined as those full-time individuals who do not hold tenure; are appointed for a specific period as defined in their appointment letter and do not exercise the privileges of a tenured faculty member as to renewal of contract.

R. "Contact Hour" shall be defined as one hour of contact with students in a classroom or laboratory situation.

S. "Dean," unless otherwise identified, refers to the title "Dean of Academic Affairs."

ARTICLE II - RECOGNITION

Pursuant to the Public Employees Fair Employment Act, Article 14, of the New York State Civil Service law, the Board and the Counties hereby recognize the Association to be the sole and exclusive bargaining agent and representative for the bargaining unit consisting of full-time instructional and non-instructional staff as

defined in Article I of this agreement. Such unchallenged recognition shall extend for the maximum period permitted under law.

ARTICLE III - ACADEMIC FREEDOM

The concept of academic freedom shall be fostered at Columbia-Greene Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees:

It is the policy of the University to maintain and encourage full freedom, with the law of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen and faculty member he has the same freedom as other citizens. He should be mindful, however, that in his extramural utterance he has an obligation to indicate that he is not an institutional spokesman.

ARTICLE IV - NON-DISCRIMINATORY PRACTICES

A. Non-Discriminatory Practices in Employment. The Counties and the Board agree that neither they nor any of their administrative agents discriminate against any bargaining unit member by reason of race, creed, color, national origin, sex, marital status, political activities, disability, or membership or participation in the activities of the Association.

B. Non-Discrimination Practices in Unit Members. The Association agrees that it shall admit all bargaining unit members to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, disability, or prior membership or past participation in the activities of any employee organization. Membership in the Association shall not be required as a condition of employment of any bargaining unit member with the College.

ARTICLE V - MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this agreement, the Board and Counties hereby retain and reserve unto themselves all rights, powers, authorities, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel systems of the College, including but not limited to, the recruitment, selections, appointment, assignment, discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration and the Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this agreement.

ARTICLE VI - EMPLOYEE ORGANIZATION RIGHTS

A. Use of College Facilities. The Association may use College facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. Such requests shall be made upon appropriate request forms and in accordance with the procedures described thereon.

B. Access to Information. The Board shall, as required by law, make available to the Association such information as it has that is peculiarly available to it and necessary in order for the Association to represent the employees in negotiations and in the processing of grievances.

C. Association/Management Meetings. The President, or his/her designee, shall meet at mutually convenient times with the President of the Association for the purpose of discussing matters relating to the administration of this agreement. Requests for such meetings shall ordinarily be made at least one week in advance and shall provide notice of the subjects desired to be pursued at that meeting.

D. Payroll Deductions for Associations Dues. The Board will accord the Association membership dues deduction in accordance with the law. Authorization, once filed with the Dean of Administrative Services shall continue in effect until revoked by the bargaining unit member, in writing, and filed with the Dean of Administrative Services. A revocation filed on or before August 15 shall become effective as of the first pay check in September; revocation received after August 15 will become effective September 1 of the succeeding College year. The Association shall, at least sixty days prior to the beginning of each College year, give written notification to the office of the Dean of Administrative Services of the amount of its dues which are to be deducted in that college year under such authorization. The amounts of the deductions for those dues shall not be subject to change more than once during the College year. Request for said change shall be made in writing by the Treasurer of the Association no less than sixty days prior to January 1, April 1, July 1, or October 1.

Upon attainment of membership equal to seventy five percent (75%) of the employees eligible for membership and for such period as the Association maintains said percentage membership, the college agrees to deduct an agency shop fee from employees who are not members of the Association equal to the Association dues and to remit the same to the Association pursuant to the Agency Shop Legislation enacted by the legislature of the State of New York. Determination of membership shall be as of October 15 of each year.

E. Administrative Vacancies.

1. The Association shall be provided the opportunity to interview candidates for any of the following positions: President, Dean, and Dean for Administrative Services.
2. Credentials of final candidates will be made available prior to the final candidates meeting with the Association.
3. The President of the Association or his/her designees shall submit to the Board (or President), as soon as possible, a written assessment of each of the final candidates. It is understood that this process is purely advisory and that the final selection of the successful candidate is solely the province of the President or the Board.

ARTICLE VII - NO STRIKE

The Association shall not engage in a strike, or cause, instigate, encourage, or condone a strike. In the event of an unauthorized strike, the Association shall publicly acknowledge its liabilities as set forth herein, and further, issue a genuine

appeal to all persons within its bargaining unit urging a return to work. It shall also urge non-participating members of the bargaining unit to continue working in their customary manner.

ARTICLE VIII - CALENDAR

A. College Fiscal/Academic Year. Each College fiscal year shall begin on September 1 and end on August 31.

The academic year shall begin on the third Thursday of August and extend to the first Friday following the first Monday of June. For instructional faculty, miniterms and summer sessions will not be construed as part of the academic year.

B. Calendar. The President of the Association, or his/her representative, shall serve on any committee charged with making recommendations to the College President concerning the College calendar.

ARTICLE IX - WORK LOAD

A. Instructional/Faculty Loading

1. Instructional faculty members shall be required to teach, as a part of their teaching load in each academic year, courses or sections thereof which total no more than 30 contract hours. However, the College may assign a 31st and 32nd contract hour on an overload basis.

2. It is recognized that the institution is committed to maintaining a class size in English 101, 102, and 105 of not more than an average of 20 students per class as calculated on the census date. In no case shall the class exceed 25 students per class as calculated on the census date.

3. The teaching load for Physical Education faculty members will be consistent with the definition of a Contract Hour for lecture classes. Physical

Education faculty load will consist of no more than 36 contact hours for an academic year with 2.5 contract hours assigned for each 3-hour physical education activity class.

4. Teaching load for nursing faculty members will be consistent with the definition of a contract hour for nursing in Article I, P. Nursing faculty load will consist of one (1) contract hour for each contact hour of lecture, classroom laboratory, field study, and clinical laboratory and one (1) contract hour for clinical field studies when the enrollment in the clinical laboratory is over 9 students. A full teaching load for nursing faculty shall consist of 15 contract hours per semester or 30 contract hours per year. Nursing faculty may be assigned up to 17 contract hours per semester without overload pay. Overload will be paid for any contract hours over 17 per semester.

5. The parties recognize that normally the maximum enrollment for lecture type classes is between 29 and 32 students. Neither party shall seek to institute a pattern that will significantly alter this understanding. The maximum class size for science lectures shall be 40.

B. Class Preparation. The normal amount of preparation per semester for a member of the instructional staff shall be considered to be three (3) preparations. The College reserves the right to require certain faculty members to teach four (4) preparations in any given semester if it is in the best interest of the College and the student body. Faculty members may request to teach five (5) preparations if they so indicate this in writing to the Dean. Any faculty teaching five (5) preparations for load in one semester shall receive one (1) credit of overload. An attempt will be made

to assign no more than four (4) Science Laboratory sections per semester for any faculty member.

C. Professional Responsibilities

1. Activities as listed below and other similar College obligations shall constitute a normal work load and serve as guidelines for defining professional responsibility:

- meet scheduled classes
- hold scheduled office hours
- membership on committees and attendance at committee meetings
- attend faculty meetings
- attend workshops and retreats
- attend professional conferences and meetings
- remain current in his/her discipline
- update educational programs
- update courses
- comply with all Federal and State regulations
- timely submit attendance records, grades, grade records,
course outlines and other pertinent records.

2. A full-time faculty member will normally be available for assignment between 8 a.m. and 5 p.m. Monday through Friday. Exceptions based on faculty load and program requirements can be made. No full-time faculty member shall be scheduled for a Saturday or Sunday class without his/her concurrence. An

instructional faculty member's responsibility for the academic year shall end after graduation exercises.

3. Faculty members who are qualified to teach specific courses may request that assignments at off-campus teaching locations be made part of their full-time load. The College reserves the right to schedule all off-campus courses.

4. Teaching faculty shall be given the opportunity to submit to their respective Division/Department Chairpersons their preferences regarding teaching schedules for the upcoming semester. These preferences will be given due consideration during the scheduling process, but it is agreed that they will not take precedence over the College's responsibilities to maximize the educational opportunities available to its student body.

5. Each full-time faculty member shall be informed of his/her tentative teaching schedule at as early a date as possible.

6. When a faculty member is assigned an evening class as part of his/her full-time load, he/she will be given priority over other faculty members with the intention of avoiding 8:00 a.m. classes on the day following the assigned evening class.

7. All full-time instructional faculty members shall schedule and post a minimum of five (5) hours per week during which they will be available in their offices. Each faculty member shall make an effort to schedule these hours on at least four (4) different days of the week. In addition, he/she shall be responsible for scheduling appointments with students at other times if these students demonstrate their inability to appear during scheduled office hours. Nursing faculty may schedule one (1) office hour in the clinical setting.

8. Faculty members whose schedules include an evening class shall be available for consultation with students prior to or after his/her evening classes; this will be considered one of the four (4) days required above. Faculty who teach evening overload sections shall make a minimum of one (1) additional hour available for these students beyond the five (5) hour minimum established above.

9. Faculty members owe primary responsibility to their College duties. Full-time faculty members will not engage in outside employment that conflicts with their duties and responsibilities at this College. The President must be notified of outside employment activities.

D. Academic Advisors

1. The College will appoint advisors.

2. Academic advisors and counselors will provide advisement and transfer counseling for all matriculated and non-matriculated students. However, matriculated students will take priority on the advisor's/counselor's time.

3. Counselors are responsible for advising students in the Individual Studies and Education Programs.

4. Advisors will represent the breadth of the programs of the division and are recommended to the Dean by the Division Chairpersons. The advisors are appointed annually by the Dean. The advisors are appointed annually by the Dean, commencing their duties on the First of August. When possible, Division/Department Chairpeople should not be advisors.

5. Formula for assigning advisors:

a. Generally, the average load for a full-time advisor will be between 80-110 students.

b. Determination of the number of advisors is based on the number of matriculated students per program(s) in the division.

c. Each instructional division/department will have at least one full-time advisor. The number of advisors assigned to an instructional division/department for an academic year will be determined by the previous fall, matriculated student enrollment at census date. The formula is as follows:

Students	Advisors
120 or less	1
121 - 180	1 1/2
181 - 260	2
261 - 320	2 1/2
321- 400	3
Etc...	

d. The Alternative Learning advisor will advise all students who are required to take nine (9) credits or more of developmental courses in at least two different academic areas. In addition, this advisor will provide advisement for JTPA pre-vocational education, General Education Certificate, disabled, learning disabled, and similar students.

e. Every attempt will be made to equalize student loads for division advisors. If load problems arise, then assignments are to be made by the Counseling Chairperson for the advisement team.

6. A special purpose advisor may be appointed at the discretion of the Dean and shall be prorated as to release time using the formula in paragraph 5 above, based on the number of advisees. This advisor is in addition to the advisors indicated above.

7. Each full-time advisor will maintain 215 advisement hours as coordinated by the Counseling Chairperson. The typical advisement schedule will include:

Seven fall semester registration days scheduled between May 1 and August 31.

- a. New Student Orientation Day, usually near the end of August.
- b. Spring Semester Pre-Registration – during the last six (6) weeks of the fall semester.
- c. Spring Semester Registration Day – usually one day during the second week in January.
- d. Fall/Summer Semester Pre-Registration – during the last five (5) weeks of the spring semester.
- e. Advising office hours during the fall and spring semesters, one hour per week.

8. Half-time advisors will submit a prorated schedule that adequately covers and addresses the above areas for approval by the Dean.

9. Each advisor will have his/her class load reduced by six (6) contract hours per year, or will receive six (6) hours of overload compensation, as determined by the Dean. Half-time advisors will be prorated accordingly.

10. Advisors' compensation will be prorated in those situations where an individual is not able to meet his/her advisor workload.

11. To meet the demands of the students and of the College, the Dean of Academic Affairs, following consultation with the Counseling Chairperson, may modify the counseling schedule.

E. Load Reductions for Instructional Faculty. Except as otherwise provided in this agreement, instructional faculty, if assigned alternate/additional duties will receive reduction(s) in class load(s) as mutually agreed by and between the faculty member and his/her immediate supervisors with the approval of the Dean.

F. Workload for Human Services Field Coordinator. The annual workload for the Human Services Field Coordinator will be 30 contact hours. Activities assigned shall be calculated using the following examples:

1. The Human Services Practicum, including lecture, shall be evaluated on the basis of one contract hour for each 3 students supervised per semester.
2. Each scheduled seminar hour shall be equal to one contact hour per semester.
3. The Joint Seminar, which will meet monthly for two hours per meeting, will yield one contact hour annually.

G. Reduction of Normal Full-time Faculty Work Load. Full-time faculty members wishing to pursue graduate study, perform research, or participate in other approved activities in their area of professional competence may request that the President approve a reduction in the work load of the faculty member provided that, in the opinion of the President, such leave would be in the best interest of the individual and the College, and the reduction of credit or contact hours would not unduly affect normal College operations or the academic program. When granted, remuneration shall be prorated in accordance with the reduction in work load. At the completion of the period of time for which his/her work load has been reduced, the faculty member will be placed at the salary level he/she would have held had his/her work load not been reduced. Rank will in no way be affected by the reduction in load.

H. Overload – Instructional Faculty

1. Classes assigned and identified by the Dean as beyond the normal semester load (15 hours) shall be considered as overload and be paid on the overload salary schedule.

2. Under normal circumstances, faculty should not teach more than one overload class per semester. In unusual situations, by mutual agreement of the College and the faculty member, the Dean can approve additional overload classes. Division/Department Chairpersons are limited to one evening overload class per semester. The Dean can authorize a teaching overload during the day for Division/Department Chairpersons.

3. A minimum of 13 students shall constitute a standard overload class, assuming a 3 credit hour class. If fewer students register for said section, the overload salary shall be prorated using the following approach:

12 students = $12/13$ scheduled salary

11 students = $11/13$ scheduled salary, etc.

4. The Dean shall determine when a section shall be canceled rather than prorated. Faculty members whose overload section is to be prorated must notify the Division Chairperson that he/she is not interested in teaching the overload offered prior to the first class session.

5. Full-time faculty shall be considered first for any overload and summer session appointments for which they are qualified.

6. A list of priorities for summer and evening appointments shall be established each College year on the basis of rank and service (in that order). The Division/Department Chairperson shall request and receive from faculty members an

indication of their availability for overload classes as soon as is possible prior to the beginning of classes. Once an assignment has been made, no full or part-time faculty member can be displaced due to seniority.

7. Failure to notify of intent not to honor a commitment to teach an overload class at least two weeks prior to the beginning of the classes will result in that person's removal from the priority listing for the following semester. This penalty will not be imposed if failure to notify is for reasons beyond the person's control.

8. A vacant off-campus assignment shall first be assigned in accordance with the priority list for overload courses before being assigned to a qualified part-time instructor.

9. Instructional faculty will be assigned by Division/Department Chairpersons to students who elect to take departmental challenge exams. Compensation will be \$25 per student (\$75 for nursing or massage therapy students) to cover all costs of the examination.

10. Instructional faculty will be assigned by Division/Department Chairpersons to students who require a portfolio assessment for the Credit for Life Experience Program. Compensation will be \$30.00 per credit requested by the student to cover all costs of the assessment.

11. Honors Seminar

- a. A minimum of eight (8) students are needed for a faculty member to receive full pay in any Honors Seminar. Below, the class may be prorated should the faculty member request that, or the class would be cancelled.

- b. For a team taught class, a minimum of ten (10) students are needed in order to pay each faculty member two-thirds (2/3) pay for that course.
- c. For a team taught class with a minimum of sixteen (16) students, both faculty would receive full pay.
- d. There is no compensation for developing Honors Seminars.
- e. Honors seminars, except for the Fine Arts seminar which is by invitation only, are open to any honors students.

I. Non-Instructional Faculty

1. Workday/Workweek: Unless otherwise specified, the normal workday for non-instructional faculty shall be from 9 a.m. to 5 p.m., with one (1) hour for lunch. When necessary, these hours may be adjusted to a four-day workweek to accommodate instructional needs but the total workweek shall not exceed 35 hours. The minimum professional obligation of the non-instructional faculty shall extend through the academic year.

2. Librarians and Counselors:

a. Librarians and Counselors may be initially appointed to an academic or College year assignment. Reassignment from or to the academic or College year may be arranged by mutual agreement. His/her schedule may be altered by mutual agreement between the employee and the appropriate Dean.

b. Librarians and Counselors appointed to an academic year assignment will not be required to work any day the College is officially closed, nor shall they be required to work the Spring vacation period.

c. Counselors will provide evening advisement (5:00-7:00 p.m.) two evenings per week during the Fall and Spring semester. Compensation for these

hours is based on an hourly rate determined from the overload rate for the counselors (60 hours).

d. Librarians and Counselors assigned on a College year basis shall accrue vacation time at the rate of 5.75 days per quarter (September, December, March, June) which is scheduled subject to the approval of the Supervisor and Dean.

e. In the year in which the employee leaves the service of the College for any reason, including death, the employee or his/her beneficiary shall be paid for all unused vacation time. With the approval of the Dean and his/her Supervisor, ten (10) vacation days may be carried over from one year to the following year only. For formal study or other unusual circumstances the President may approve as many as twenty (20) days to be carried over for the next year only.

J. Overload - Non-instructional Faculty. The overload responsibilities of non-instructional faculty will be compensated as set forth in Addendum A annexed.

K. Overload Limitation. There shall be no duplication of compensation/overload compensation. Bargaining unit members shall receive the higher of alternative overload compensation where applicable.

L. Alternative Learning Specialist

1. The Alternative Learning Specialist shall be considered a member of the instructional faculty of the College. He/she shall meet these duties and responsibilities delineated in the job description for the Alternative Learning Specialist, to include the teaching of laboratory based preparatory courses which are developmental in nature. The work year of the Alternative Learning Specialist shall be the Academic Year as defined in Article VIII, Section A.

2. The Alternative Learning Specialist should have no more than 25 laboratory hours, to include up to 5 developmental courses, 5 office hours, and 5 hours as assigned per week. If assigned less than 5 developmental courses, the number of "as assigned" hours will be increased accordingly. A laboratory section should not exceed a maximum of 15 students as of the census date.

ARTICLE X - APPOINTMENTS AND EVALUATION

A. Regular Appointments. Initial appointments of full-time employees covered hereunder shall be made by the President.

B. Temporary Appointments. In cases where it is known that a full-time position will be vacant for a period of one year or less, or in the case of a position made available through grant-in-aid or other similar funding, and with little or no chance of continuation after the specified period, the College may hire teaching personnel on a temporary basis. These individuals will be given academic rank, but their date of termination will be specified in their appointment letter, and they will not be eligible for tenure. No individual will be placed on a temporary appointment for a period to exceed one academic year. If an individual on temporary appointment be offered and accept a regular appointment for the semester immediately following the termination of his/her temporary appointment, the total period of service will be used in matters of seniority, however, will not diminish the probationary period.

C. Probationary Appointments

1. All probationary faculty appointments are subject to renewal/non-renewal annually. The probationary period is not to exceed five (5) years. Probationary faculty are defined as those individuals who do not hold tenure

appointments. The College shall issue a letter of renewal or non-renewal by April 15 of each academic year. Notification by such date (April 15) shall be considered due notice.

2. Probationary Faculty Evaluation. All probationary teaching faculty shall be evaluated for purposes of granting tenure using the following procedures:

a. Upon initial appointment at the institution, a Tenure Review Committee shall be appointed by the Dean upon the recommendation of the appropriate Division/Department Chairperson or Supervisor for each probationer.

b. Membership-Tenure Review Committee. Two tenured faculty members (preferably in the same or closely related discipline as probationer), Division/Department Chairperson, and the Dean ex officio.

c. The Tenure Review Committee and/or the Dean shall meet with the probationer and discuss the goals of the Institution setting forth the expectations held by the College regarding the faculty member's assignment.

3. Each member on the Tenure Review Committee and the Division/Department Chairperson shall make arrangements to visit the probationer's teaching assignments once each semester during the first year of appointment.

a. A written evaluation of the observation will be prepared and discussed with the probationer. The probationer will then sign a copy of the evaluation indicating he/she received the same. A memorandum of additional comments can be prepared by the probationer to be attached to the evaluation. The evaluation and comments, if any, will then be forwarded to the Division/Department Chairperson (who will serve as Chairperson of the Tenure Review Committee) with a copy to the Dean's office for inclusion in the Permanent Tenure File.

b. Each semester an individual approved by the Tenure Review Committee Chairperson will visit all the probationer's classes to distribute a student evaluation form developed by the faculty or faculty member and approved in advance by the Dean. The evaluations, when completed, will be forwarded to the Dean's office for inclusion in the Permanent Tenure File to be kept on file for five (5) years.

c. Any evaluations or observations made by the Dean will be discussed with the probationer and the Tenure Review Committee and placed in the Permanent Tenure File.

d. Each semester during the first year of probation, the Tenure Review Committee will meet privately with the probationer to discuss the evaluations. In subsequent years this meeting shall take place annually. A recommendation by the Division or Department Chairperson or Supervisor shall be made to the Dean by March 15 regarding the Tenure Review Committee's evaluation of the probationer's satisfactory or unsatisfactory progress toward tenure appointment.

e. After the first-year evaluations each member of the Committee will be required to visit the probationer's classroom at least once a year unless weaknesses are discovered, in which case the Tenure Review Committee will decide upon the appropriate number of additional visitations.

4. After three years' probationary status, the faculty member is eligible for tenure appointment.

a. The Tenure Review Committee recommends action to the Dean on tenure appointments for each candidate who holds a probationary appointment and has completed at least two and one-half years of continuous service at the college. The Dean will review the materials supplied by the Tenure Review

Committee and any other pertinent data available. The Dean shall meet with the probationer to discuss his/her status.

b. By December 1 the Dean will make a tenure recommendation to the President for each candidate recommended by the Tenure Review Committee.

c. The President shall make his/her recommendations to the Board. Tenure candidates will be notified of the Board's tenure action no later than one week following the March Board meeting.

d. Leave granted to a probationary faculty member shall not count toward tenure eligibility, but shall not be considered to be a break in otherwise continuous service.

e. For the purposes of this section, individuals commencing their full-time employment after September 1, but not later than October 15, shall be considered to have initiated their employment on the first day of that academic year.

5. Notification of non-retention during probation shall be by April 15.

6. Denial of a tenure recommendation does not preclude reissuance of such recommendation prior to the completion of the fifth year of service. Denial of tenure in the fifth year of service will amount to notification of non-retention of the individual in question beyond the fifth year. In no event shall a full-time faculty member be employed for more than five academic years without tenure. Termination of a probational appointment and/or the denial of tenure is neither grievable nor arbitrable hereunder.

D. Tenured Faculty Evaluation

1. At the end of each consecutive five years following a tenure appointment, a Tenure Review Committee (whose membership is described in Article X,C,2,b) shall be appointed as appropriate for each tenured faculty member.

2. Once a faculty member has been reviewed they will be subject to additional reviews at the beginning of the sixth academic year since the last review.

3. During the sixth year of tenured appointment, the committee shall review the performance of the tenured faculty member. This review shall consist of:

a. Classroom visitations by all committee members at least once during the review year.

b. Evaluations by students as specified in Section C (3) (b) .

c. Discussions with the Tenure Review Committee and the Dean concerning overall faculty performance.

4. By May 1 of each year the Committee will recommend either satisfactory performance without reservation or satisfactory performance with reservation. Committee recommendations shall be conveyed to the Dean and faculty members.

a. A recommendation of satisfactory performance without reservation completes the review process.

b. Satisfactory performance with reservation shall be accompanied with a projected development plan designated to overcome the deficiencies identified in the evaluation.

5. Tenured faculty identified as being deficient will meet with the Division/Department Chairperson, Dean, or other appropriate personnel to overcome deficiencies.

a. During the seventh year, the Tenure Review Committee will continue evaluation of the tenured faculty member's progress.

b. At the end of the seventh consecutive year, the Tenure Review Committee will once again evaluate the performance of the faculty member as satisfactory performance without reservation or satisfactory performance with reservation.

c. In situations of a recommendation of satisfactory performance without reservation, the review is complete. In situations of satisfactory performance with reservation, the tenured faculty member is notified by July 1 that he/she is receiving one year's formal notice, at the end of which time the individual's contract will not be continued.

d. The President may choose to establish an additional probationary period during which time further review is possible.

e. Nothing in this section precludes the tenured faculty member from filing a formal grievance or seeking legal assistance.

E. Evaluation of Non-Instructional Faculty

1. The duties of non-instructional faculty shall be evaluated as identified under Probationary and Tenured Faculty Evaluation.

2. The appropriate Dean shall be responsible for the evaluation of the administrative duties of non-instructional faculty.

3. All evaluations of the administrative duties of noninstructional faculty members shall be prepared in writing and shown to the faculty member and any agreed upon changes will be made. The report shall then be signed by both the evaluator(s) and the faculty member, with the faculty member being granted the opportunity to attach any comments he/she feels pertinent. Copies of the evaluation report will be filed in the Dean's office for the future use of the Tenure Review Committee and a copy will be given to the non-instructional faculty member and placed in the employee's permanent personnel file.

F. Notice of Termination. For all full-time bargaining unit members holding a tenure appointment due notice of termination shall be interpreted as notification by March 15th.

G. Division/Department Chairperson.

1. Division and Department Chairpersons will be selected from the faculty by the President upon the recommendation of the Dean. Division and Department Chairpersons will be selected from individuals currently appointed or eligible for full-time appointment to the College faculty. Those selected will serve at the Dean's pleasure.

2. Division and Department Chairperson candidates shall be recommended by a Review Committee of Division/Department members appointed by the Division/Department. The Dean shall serve in an ex officio non-voting capacity of the Review Committee.

3. The Division Chairperson shall receive twelve (12) credit hours annual release time. Department Chairpersons shall receive six (6) credit hours annual release time. The Automotive Department Chairperson shall receive twelve (12) credit

hours annual release time, six credits for department related issues and six credits of work specifically related to industry sponsors and aftermarket industry trainers. The Nursing Department Chairperson shall receive twelve (12) credit hours annual release time, six credits for department related issues and six credits for clinical coordination.

4. Division/Department Chairpersons shall receive an annual stipend of \$125 per full-time employee (faculty and/or classified staff) and, in addition to the foregoing, Division/Department Chairpersons shall receive a semester stipend (fall and spring) of \$65 on the basis of five part-time employees equaling one full-time equivalent (not prorated) assigned to the Division/Department.

5. The Automotive Department Chairperson shall be required to work 20 days during July and/or August. Compensation for this additional time/work shall be at 1/10th x annual base salary.

6. Division/Department Chairpersons shall be evaluated annually by April 1 of each academic year.

a. A committee of three Division/Department representatives chosen by the Division or Department shall meet and discuss with the Department or Division Chairperson the Chairperson's job description and performance during the previous academic year.

b. After discussion, a written report will be sent to the Dean with a copy to the Chairperson.

c. Comments may be submitted by the Chairperson to be attached to the evaluation.

7. The Dean will by May 1 of each year prepare a written evaluation of the Chairperson based on his/her own and faculty evaluations and comments and share the same with the Division/Department Chairperson.

8. After review, the Division/Department Chairperson will meet and discuss the evaluation with the Dean. The evaluation and any additional comments will be signed by both parties and placed in the Division/Department Chairperson's personnel file.

H. Job description of Division/Department Chairpersons:

General: The Division/ Department Chairperson reports to the Dean and is responsible to the Dean for the budgeting, personnel, curricula, and day-to-day management of the Division/Department.

Specific: The Division/Department Chairperson is responsible for:

- a. evaluating and planning curriculum development activities;
- b. assisting faculty with professional development projects;
- c. recommending full and part-time faculty appointments to the Dean;
- d. evaluation of faculty and staff assigned to the Division/Department;
- e. scheduling Division/Department programs under the direction of the Dean;
- f. planning the projected budget of the Division/Department, including travel, supplies and personnel, and recommending same to the Dean;
- g. monitoring the expenditure of the Division/Department budget, including operational approval of expenditures;

- h. serving as a representative of the Division/ Department on various College committees;
- i. other duties as assigned by the Dean.

ARTICLE XI - PROMOTION

A. Application

1. Each faculty member who wishes to be considered for promotion in rank must file an appropriate application with the Dean prior to November 15th.
2. For the purposes of promotion, all faculty must submit the following:
 - a. Evidence of continued excellence in teaching, usually demonstrable by the Tenure Review Committee evaluations or annual evaluations by the Division/Department Chairperson or Supervisor, and the Dean.
 - b. Annual student evaluations, using a questionnaire approved in advance by the Dean and administered annually to all classes, which must demonstrate positive response for the period since the last promotion.
 - c. Evidence of continued professional development.
 - d. Evidence of positive contributions to the College community through involvement in committee work, student activities, or curriculum development.
 - e. Evidence of positive contributions to the community served by Columbia-Greene Community College as reflected in community activities, publications, honors, grants, etc.
 - f. A demonstrated ability to work effectively with College personnel and students.

3. To be eligible to apply for promotion a faculty member must have completed three (3) years in rank for application for promotion to Assistant Professor; four (4) years in rank for application for promotion to Associate Professor; and five (5) years in rank for application for promotion to Professor.

4. The Dean will forward all applications and recommendations (i.e., The Tenure Review Committee, the Department and Division Chairpersons) concerning promotion to the President prior to January 15th. The President shall then forward his/her recommendations to the Board of Trustees for their action. There shall be no appeal from said action of the Board. The President shall notify each candidate of the status of his/her application no later than one week following the Board's scheduled March meeting.

B. Salary Adjustments. Matters relating to salary, salary adjustments, and matters of economic consideration shall be as set forth on Addendum "A" annexed.

C. Limits on Promotions

1. No more than 33% of the bargaining unit shall concurrently hold the rank of Full Professor.

2. No more than 40% of the bargaining unit shall concurrently hold the rank of Associate Professor.

3. No faculty member shall be demoted in rank as a consequence of a reduction in the size of the bargaining unit.

ARTICLE XII - STAFF DEVELOPMENT

A. Sabbatical Leave

1. Members of the faculty with six years "continuous" full-time or pro rata full-time service at the College are eligible to apply for sabbatical leave for the

purpose of formal education, research, job-related travel, writing, creative work in the arts, or other related experiences of professional value. Periods of approved leave without pay shall not count towards this six-year total, but will not be deemed to be an interruption of otherwise "continuous" service.

2. Eligible faculty members desiring to be considered for sabbatical leave will file an application with the Dean on or before November 15 of the Academic year prior to that in which the leave is desired. This application will include a detailed description of the applicant's proposed use of the leave time.

3. The application must contain a recommendation by the appropriate Division/Department Chairperson and Dean.

4. The President shall attach his/her own recommendations and those of the Dean and forward both sets to the Board.

5. The Board's decision shall be rendered prior to March 31, and each faculty member shall be informed in writing of the decision on his/her application.

6. A faculty member on sabbatical leave will receive half-pay for a full academic year or full pay for a leave of one semester.

7. Faculty members on sabbatical leave shall retain all accrued benefits during the period of sabbatical leave. The College will continue its contributions to fringe benefit plans in accordance with the provisions of those plans.

8. Faculty members receiving sabbatical leaves shall agree in writing to remain with the College for at least two full years following the end of their leave period. If a faculty member wishes to reimburse the College based on the salary received and prorated over two years, he/she may do so and this section will be waived. The College may require as a condition precedent to the granting of a

sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the employee to return and complete such service.

9. Upon return, and within 90 days, a complete written report of the activities, results and outcomes of the sabbatical must be presented to the President for deposit in the Professional Collection of the College. If requested by the Dean, President, or Division/Department Chairperson, the individual will present the results of his/her sabbatical to an assembly of College personnel or others as mutually agreed upon by the faculty member and the appropriate College official.

B. Travel Support for Staff Development

1. The College shall, each year, allocate to each Division/Department for use for professional or other approved activities a sum equal to \$350 for each full-time Instructor; \$375 for each full-time Assistant Professor; \$400 for each full-time Associate Professor, and \$425 for each full-time Professor.

2. All faculty members shall submit their travel requests for approval to the appropriate administrative officer. They shall be reimbursed for all actual expenses incurred for approved travel, lodging, and meals to the approved budget limits. These expenses shall be reported on the College expense report form and sustained by paid vouchers or receipts.

3. The mileage reimbursed for use of a personal automobile for College purposes shall be the standard mileage rate allowed by the Internal Revenue Service. The rate in effect at the commencement of the College year shall remain in effect until the beginning of the next College year, at which time it shall be modified, if necessary, in accordance with the above-mentioned provisions. No mileage

reimbursement will be paid for local travel defined as travel within a five-mile radius of C-GCC.

C. Tuition

1. Consistent with the policy of the State University of New York, the College shall continue to cooperate in obtaining tuition waivers for full-time professional staff members who pursue studies at the State University of New York senior institutions.

2. Faculty members may enroll in credit and credit-free courses sponsored by the College on a tuition-free, space available basis. Enrollment in courses during regular working hours will require the written approval of an individual's immediate supervisor.

ARTICLE XIII - GRIEVANCE PROCEDURE

A. Grievance Definition. A grievance is a dispute, claim, or complaint involving the interpretation or application of any provision of this agreement initiated by an employee, group of employees similarly situated, or by the Association.

B. General Principles

1. The primary purpose of the grievance procedure is to secure, at the earliest step possible, equitable solutions to grievances. Both parties agree that proceedings under this section shall be kept as informal and confidential as may be appropriate.

2. In the event a grievant or group of grievants is unable to informally resolve a grievance at Step One, grievant(s) may thereafter be represented by the Association or present the grievance without representation by the Association. The

adjustment of the grievance may not be inconsistent with the terms of this Agreement.

3. The failure to exhaust remedies under the grievance procedure or to abide by time limits set forth in this section shall, unless expressly waived, constitute a conclusive waiver or abandonment of a grievance. However, settlement or abandonment of a grievance shall not constitute a precedent.

4. At any step, the failure of an administrator to communicate a decision, as required by these procedures, shall permit the grievant and/or the Association to proceed to the next level.

5. Grievances shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum, and every effort shall be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.

6. If a grievance is filed on or after June 1 which, if left unresolved, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the academic year or as soon thereafter as possible.

C. Procedure

1. Step One. Prior to invoking the grievance procedure at Step Two, an individual with a grievance shall first discuss it with the appropriate administrative supervisor or his/her designated representative, the object being to resolve the grievance informally.

2. Step Two. If the grievance is not satisfactorily resolved at Step One, or if no decision is rendered within three (3) days following the conclusion of the above-

mentioned informal discussion, the aggrieved individual may invoke this level of the grievance procedure by submitting the grievance, in writing, to the Association. The written grievance shall be submitted to the appropriate administrative supervisor or designated representative within eight (8) days after the earlier-mentioned informal discussion has occurred. The Association or grievant may request a meeting with the appropriate administrative supervisor or designee prior to making a decision. The decision shall be rendered in writing within five (5) days following submission of the written grievance. A grievance unanswered within that time period is deemed denied and permits the grievant to proceed.

3. Step Three. If the individual grievant or the Association desires to appeal an unanswered or written decision of the appropriate administrative supervisor or designee, then, within five (5) days of receiving the written decision an appeal in writing may be submitted to the President, and it shall set forth specifically the basis of the grievance. The President or a representative shall, if requested, meet with the grievant within ten (10) days following receipt of the request to meet. The President or representative shall promptly prepare a written report of this meeting, including any agreement reached; or, if the matter is not resolved, an answer to the grievance, copies of which shall be given to the aggrieved individual and the Association.

4. Step Four. If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Step Three and the Association determines that the grievance is meritorious, the Association may, within ten (10) days of the decision at Step Three, submit the grievance to the American Arbitration Association for the selection of an Arbitrator.

- a. The parties will then be bound by the rules and procedures of the American Arbitration Association.
- b. The Arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- c. The decision of the Arbitrator shall be final and binding upon all parties.
- d. Arbitration costs shall be shared equally by the Association and the College.

ARTICLE XIV - TERMINATION

A. Retrenchment

- 1. Faculty retrenchments shall be made only for financial exigency or program retrenchment as identified by the Board of Trustees. If faculty retrenchments occasioned by a financial exigency or program retrenchment become necessary, the following procedure shall apply:
 - a. The matter shall be submitted to the Association by the President for its study and recommendations, including curricular areas affected. A deadline date for Association response/recommendation will be included in the President's request.
 - b. The College President shall notify the Association President of the retrenchment decision.
 - c. Within an affected curricular area, faculty retrenchments shall be made in inverse order of seniority based on date of appointment. The President shall determine seniority in the case of faculty holding the same appointment date.

d. If within three academic years vacancies occur within the curricular area affected by a retrenchment, retrenched faculty shall be recalled in order of seniority.

2. An employee to be retrenched under this provision shall be notified as of March 1.

3. Non-renewal of a probationer's contract is not considered a termination as defined in this section.

B. Discharge

1. The appointment of any member of the faculty may be terminated for just cause. Individuals covered by this agreement who received such notice may follow the grievance procedure. "Just cause" (by way of example but not by way of limitation) shall constitute inadequate performance of duties, misconduct (including violation of the College's Rules for the Maintenance of Public Order), falsifying applications or records, moral turpitude, incompetence or inefficient service, neglect of duty, physical or mental incapacity, and violation of the terms under this agreement.

2. Termination of a member of the faculty holding temporary or probationary appointment prior to the conclusion of his/her appointment shall be only for cause.

ARTICLE XV -FACILITIES

A. Parking. Sufficient parking space shall be reserved for faculty parking. Faculty members shall observe all College regulations concerning traffic and parking.

B. Secretarial Assistance. The College shall exert its best effort to provide secretarial help for the professional staff.

C. Office Space. The College shall exert its best effort to provide the professional staff with adequate office space.

ARTICLE XVI - LEAVES

Whenever a faculty member will be unable to meet his/her classes for any reason a statement must be submitted to the Dean's office indicating the reason and length of absence. Recommendations for meeting professional responsibilities shall also be submitted.

A. Sick Leave.

1. Faculty members whose usual annual work year is the academic year will be granted fourteen (14) days paid sick leave during each academic year of service, cumulative to a maximum of 180 working days during the academic year. The unit for computation shall be not less than one-half day.

2. Faculty members whose annual work year is the College year shall be granted seventeen (17) days paid sick leave during each College year of service, cumulative to a maximum of 180 working days during the College year. The unit for computation shall be not less than one-half day.

3. Upon retirement from the College after fifteen (15) years continuous service, the employee will receive \$50 per day for each accumulated sick leave day to a maximum of 180 days.

The employee may opt as follows:

- a. to apply the total amount due to purchase dental insurance for the employee in retirement, or to purchase spousal health insurance, or

- b. to apply part of the total amount due to purchase said insurance and to receive a lump sum payment for the remainder of the amount, or
- c. to receive a lump sum for the total amount due.

If the employee opts for a or b above, and the employee or the spouse dies before the amount allocated for insurance is expended, the employee or the employee's estate will receive payment for the unexpended amount.

4. By September 15 of each year, every faculty member shall be notified as to the amount of sick leave he/she has accumulated as of that date.

5. The President may, in special circumstances, grant faculty members (other than persons having temporary appointments) sick leave with pay beyond that faculty member's entitlement.

6. A faculty member's sick leave entitlement shall accrue on a pro-rata basis during a reduction of load/hours.

7. Upon recommendation of the President, the Board may grant faculty members (other than those having temporary appointments) additional sick leave, not to exceed two years and consisting of no more than six (6) calendar months with full salary, six (6) calendar months at half-salary, and no more than one (1) additional calendar year without salary.

8. The College shall, in its discretion, have the right to request medical certification in cases of suspected abuse.

B. Personal Leave. Full-time bargaining unit members shall be allowed four (4) personal leave days per year with pay, pro-rated if appointed on a permanent basis for less than an academic year or carrying a 50% but less than 100% load.

C. Maternity Leave.

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are for all job-related purposes temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Employment policies involving matters such as the commencement and duration of leave, the availability of extension, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they apply to other temporary disability.

2. Employees may use accumulated sick leave for days they are totally disabled as determined by their physician's written notice. After such time, employees may use accumulated vacation, personal or compensatory time while on a maternity leave.

3. When the term of the disability ends, the employee may request an unpaid maternity leave of absence not to exceed one (1) year without pay. Employees shall provide to the employer a statement from their physician confirming the beginning and termination of the temporary disability period.

4. Extension of such leaves of absence may be granted by the President. Such requests shall not be unreasonably denied.

D. Unpaid Leave. Upon recommendation of the President and with the consent of the Board a full-time faculty member who does not qualify for another type of leave authorized by this Agreement may be granted a leave of absence for

special reasons acceptable to the Board. This leave shall be without salary and shall not exceed a period of two College years. Where the Board has agreed in advance, faculty members on unpaid leave may return at a salary level not less than that which they would have held had they served at the College during the leave period.

E. Military Leave.

1. Bargaining unit members may take involuntary leave of absence to perform temporary active duty with Reserve or National Guard units. During such leave of absence, and while engaged in the performance of such military duty, an employee shall be entitled to some compensation.

2. Full-time bargaining unit members required to report for military service shall be paid the difference between their military pay and their regular pay for a period of 90 days. Following the 90 day period, no compensation shall be paid by the College.

F. Jury Duty. Full-time bargaining unit members required to report for jury duty or service shall be paid the difference between their pay for reporting for jury duty or service and their regular pay, without charge to any leave entitlements during the period they are required to serve or appear.

G. Bereavement Leave. An employee will be entitled to bereavement leaves of absence to a maximum of four (4) days as actually needed and used by the employee for funeral arrangements or attendance due to death of his/her father (natural, step, or foster), mother (natural, step, of foster), father-in-law, mother-in-law, brother, sister, spouse, child, brother-in-law, sister-in-law, or significant other.

ARTICLE XVII - FRINGE BENEFITS

A. Pension.

1. For the duration of the contract, retirement options shall continue to be funded for all full-time members of the faculty, save those employed who are required by law to contribute 3% to their retirement system.

2. An employee intending to terminate his/her employment shall submit such intention in writing to the College President with a copy to his/her immediate supervisor no less than 30 calendar days prior to the effective date of such resignation.

B. Health Insurance

1. For the term of this agreement the College will provide and continue in effect insurance programs at the benefit levels as set forth on Addendum C or substantially equivalent thereto for those bargaining unit members who qualify under such programs and who participate therein.

2. In the event of a change of health insurance carriers or the election by the College or the County to self-insure any one or more of the coverages provided, such change shall be made only after sixty (60) days notice to and subsequent consultation with the Association. The benefits thereafter provided by the new carrier or under a self-insurance program shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.

3. Effective 1 September 1986, the College shall contribute the dollar equivalent of one hundred percent (100%) of the premium cost of individual health

insurance coverage and one hundred percent (100%) of the premium cost of the dependent health insurance coverage for all eligible employees who elect such coverage.

4. Employees whose initial employment is as of and subsequent to 1 September 1986 shall contribute Fifteen Dollars (\$15.) towards the individual or Thirty Dollars (\$30.) per month toward the family premium cost of their health insurance until they receive continuing appointment, following which the provisions of paragraph 3 above shall apply.

5. An employee shall be entitled to health insurance following retirement upon the following terms and conditions:

a. To be eligible, the retiring employee must have been employed by the College for ten (10) or more years (fifteen (15) or more years for employees employed as of 2 September 1986 or thereafter).

b. The College shall provide individual coverage without cost to the retiree. Dependent coverage shall be available at full cost to the retiree.

c. Retirees will continue to receive health insurance during retirement on the same terms and conditions as existed at the time of their retirement.

6. Each employee eligible for health insurance coverage (except employees whose spouses are also eligible for coverage) may elect to refuse participation and provide for their own health insurance. The College will place \$40.00 in a trust account for each month that an employee is eligible but does not elect coverage and pay over such funds so accumulated to the employee by December

15 of each year or upon termination. An employee electing to resume coverage may do so the first of the month next following 30 days written notice.

C. Premium Contributions, H.M.O. Those employees who elect health insurance coverage as provided by a federally qualified HMO will pay all premium costs for participation therein which are in excess of the maximum premium cost paid by the College for participation in the health insurance program as are in effect upon ratification hereof.

D. Academic Attire. The College shall provide academic attire for members of the faculty when the College requires that such attire be worn.

E. Legal Assistance. The College shall continue in effect all insurance and liability policies providing legal protection for members of the faculty in performance of College-related duties.

F. Term Life Insurance. The College, for the duration of this agreement, shall offer to the faculty of the institution a term life insurance policy to be calculated on the basis of two (2) times the base salary of the employee. The College shall fund this benefit for all professional employees. Exact limitations, benefits, etc., shall be identified in the master policy filed in the Personnel Office of the College.

G. Long-Term Disability Insurance. The College, for the duration of this agreement, shall offer to the faculty of the institution long-term disability insurance. This insurance shall generally consist of a monthly benefit to be paid during continuous total disability at the rate and subject to the limitations identified in the master policy. It is understood that the specific benefits, limitations, and other details of the policy are contained in the master policy on file in the Personnel Office of the College. At the time a bargaining unit member becomes eligible for this

benefit, he/she, the legal guardian or the person with power of attorney, shall complete all of the required forms associated with this benefit within the time limit described therein. Failure to comply with these terms may result in a forfeiture of the sick days leave benefit.

H. Tuition for Dependents. The College, for the duration of this agreement, shall offer a full-tuition waiver for credit bearing courses taken at CGCC to the full-time faculty and the dependents of the full-time faculty of the institution. Dependent is defined as an individual who may be claimed under IRS regulations as a spouse or dependent. Verification may be required. The employee, his/her spouse, or dependent shall be responsible for all costs in excess of the tuition.

I. Dental Plan. The College shall continue to make available to all full-time faculty the existing contributory group dental plan. This plan shall include basic orthodontic service. The plan shall be the same as provided to the classified staff at the institution.

ARTICLE XVIII - AMENDMENTS, ADDITIONS AND WAIVERS

This agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the Board, both counties or their authorized representatives, and the Association. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

This agreement shall supersede any rules, regulations or practices which shall be contrary to or inconsistent with its terms.

ARTICLE XIX - CONFORMITY TO LAW (SEVERABILITY)

If any Article or provision of this agreement shall be found contrary to law by a court of competent jurisdiction only that provision shall be deemed invalid, except to the extent permitted by law, but all other provisions shall remain in full force and effect. In such an event, the parties shall, upon demand of either party, negotiate on the subject matter held invalid.

ARTICLE XX – LABOR-MANAGEMENT COMMITTEE

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Faculty Association, a labor-management committee shall exist composed of the President or his/her designee and one additional member appointed by the President, the President of the Faculty Association or his/her designee and one additional member appointed by the President of the Faculty Association. The committee shall meet within the third week following ratification of this agreement and during every third week thereafter or at other times as agreed by the President of the College and the President of the Association.

Arrangement for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. The agenda for each such conference shall be established by the President of the College or his/her representative and the President of the Faculty Association. No provision of this section shall in any manner be used to alter the terms of this agreement, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

ARTICLE XXI - APPROVAL OF LEGISLATIVE BODY

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXII - DURATION OF AGREEMENT

This agreement shall become effective and the terms and provisions shall be applied as of September 1, 2003 and shall expire on August 31, 2007. On or before January 1, 2007, either party may give the other written notice that it elects to modify or terminate this agreement. Either party may request a continuation of the agreement, but the contract shall be considered terminated unless both parties agree to the extension in writing.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be
executed in the manner following:

COLUMBIA-GREENE COMMUNITY
COLLEGE:

The Board of Supervisors of
the County of Columbia

Serald Simons

Chairperson

Dated: 1-29-04

The Board of Legislators of
Greene County

Hank Stalutz

Chairperson

Dated: 1-27-04

Columbia-Greene Community
College

James C. Campion

President

Dated: 1/27/04

The Board of Trustees '
Columbia-Greene Community
College

Joseph W. Bluman

Chairperson

Dated: 1/27/04

COLUMBIA-GREENE COMMUNITY
COLLEGE FACULTY ASSOCIATION:

Mary Davidson

President

Dated: 1/30/04

Chris Woss

Vice President

Dated: 1/30/2004

Bruce D. Antolowitz

Chief Negotiator

Dated: 1/29/04

ADDENDUM A

A. Annual Increases. The prior base salary of each returning probationary and/or tenured bargaining unit member shall be increase effective:

	<u>9/1 - 8/31</u>
2003-2004	2% on base
2004-2005	2% + \$1,375 on base
2005-2006	2% on base
2006-2007	2% on base

B. Degree Stipends. A stipend shall be added annually to an employee's base salary to recognize academic achievement.

1. Doctor's degree or equivalent (such as CPA, PE)
Four Hundred Dollars (\$400).
2. Master's degree: Three Hundred Dollars (\$300).
3. Bachelor's degree: Two Hundred Dollars (\$200).
4. Associate degree: One Hundred Fifty Dollars (\$150).
5. Stipends payable under this section shall be for the highest degree held. Stipends are noncumulative but are added each year following any base salary adjustments.

C. Rank Stipend. A stipend shall be added annually to an employee's, base salary to recognize academic rank.

	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
1. Professor	\$1350	\$1350	\$1350	\$1350
2. Associate Professor	1150	1150	1150	1150
3. Assistant Professor	950	950	950	950

1. Stipends under this section shall be paid for the highest rank held. Stipends are non-cumulative but are added each year following any base salary adjustment.

D. Overload.

1. Faculty members eligible for overload will be compensated per credit hour as follows:

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Professor	890	910	930	950
Associate Professor	830	850	870	890
Assistant Professor	790	810	830	850
Instructor	730	750	770	790

2. All overload assignments shall be subject to a pro rata rate of pay using a base of 13 as the determining number (i.e., for a 3-credit hour class)

13 -30 students = one overload;
12 students = 12/13 overload pay;
11 students = 11/13 overload pay, etc.

3. The Dean shall determine when a class shall be cancelled.

4. No faculty member shall be forced to teach an overload class which is pro rated.

5. The evening or overload responsibilities of Counselors, Librarians, and the Alternative Learning Specialist will be compensated in an amount equal to 3 semester hours (S.H.) of overload payment for 105 hours per semester.

E. Professional Recognition:

Each September 1, returning faculty will receive recognition as follows: Full Professors and Associate Professors shall receive \$300; Assistant Professors and Instructors shall receive \$700. Effective September 1, 2004, all returning faculty shall receive recognition of \$500.

1. Promotion:

The first year of a promotion from Assistant Professor to Associate Professor, the successful candidate will receive an additional \$300. This clause sunsets after September 1, 2003.

F. 12-Month Non-instructional Faculty. Non-instructional faculty who have a 12-month assignment will be compensated based on the formula: $12/10 \times$ base salary = annual salary.

G. Compensation of Coaches.

1. Compensation in this section shall be based on the length of the season, number of playing dates, amount of practice, game time, number of teams, etc.

2. Bargaining unit members who serve as coaches shall be compensated at a rate not less than \$400 per credit hour according to the following:

Men's Basketball	6 hours
Women's Basketball	6 hours
Women's Softball	4 hours
Women's Volleyball	4 hours
Baseball	4 hours
Soccer	4 hours
Tennis	3 hours
Cross-Country	3 hours
Bowling	3 hours
Intramural Assistant to the Director	1 hour per semester
Cheerleading Coach/Advisor	1 hour annually

3. Should additional sports be added to the College program, or should major changes occur in scheduling policy, length of season, etc., reclassification is possible upon the recommendation of the Athletic & Intramurals Director and the appropriate Dean, and upon approval of the President.

4. The Athletic & Intramurals Director shall receive a reduced load of twelve (12) hours annually.

H. Honors Students' Coursework Payment.

When a faculty member has an Honors Student in a non-Honors Seminar Course, said faculty member shall be paid $1/13 \times 1$ credit of overload pay for mentoring that student's honors project.

ADDENDUM B

Faculty members whose initial employment is as of and after September 1, 2003 shall be compensated within the following minimum and maximum base salaries:

Rank	Minimum	Maximum
Instructor	\$34,136	\$42,778
Assistant Professor	36,805	51,500
Associate Professor	42,285	51,885

ADDENDUM C

A. Summary of Changes in Health Care Benefits One HMO options: CDPHP

B. Empire Blue Cross/Blue Shield Deluxe PPO

1. Doctor's Office Visits: \$10.00 co-pay per visit

2. Prescriptions:

\$5/\$15/\$25 co-pay for generic, formulary,
nonformulary drugs.

C. Cafeteria Plan (Section 125 of IRS Code)

D. Eye Care Plan – As part of the Deluxe PPO, \$5 co-pay for an eye exam every two years.